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PLEASE REPLY TO:
Hollywood

FILE NO.: CELT-0001

June 17, 1999

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

000002911420--4
-06/21/99-01165-002
*****78.75 *****78.75

Re: CAPTAIN ED'S LOBSTER TRAP, INC.

Dear Sir/Madam:

Enclosed is the original and one copy of Articles of Merger, together with a check in the amount of \$78.75 (filing fee \$70.00 & certified copy \$8.75). Please return the filed documents to me as quickly as possible.

Sincerely yours,



Gene K. Glasser

GKG: jah\364608

c: Mr. Ed Carlisle

Merger
FILED
99 JUN 21 PM 4:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
JUN 24 1999
T. LEWIS

ARTICLES OF MERGER
Merger Sheet

MERGING:

WEST PALM SEAFOOD, INC., a Florida corporation, P94000066682.

INTO

CAPTAIN ED'S LOBSTER TRAP, INC., a Florida corporation, 406162

File date: June 21, 1999

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER
STATE OF FLORIDA

WEST PALM SEAFOOD, INC., a Florida corporation,
merged into CAPTAIN ED'S LOBSTER TRAP, INC., a Florida corporation

FILED
99 JUN 21 PM 4:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, **CAPTAIN ED'S LOBSTER TRAP, INC.,** a Florida corporation, and **WEST PALM SEAFOOD, INC.,** a Florida corporation, adopt these Articles of Merger for the purpose of merging **WEST PALM SEAFOOD, INC.,** a Florida corporation, into **CAPTAIN ED'S LOBSTER TRAP, INC.,** a Florida corporation, with **CAPTAIN ED'S LOBSTER TRAP, INC.,** a Florida corporation to survive the merger:

ARTICLE I

That certain Plan and Agreement of Merger dated effective November 1, 1998 by and between **CAPTAIN ED'S LOBSTER TRAP, INC.,** a Florida corporation, and **WEST PALM SEAFOOD, INC.,** a Florida corporation, attached hereto and made a part hereof, was duly approved by the Board of Directors and Shareholders of both corporations by an affirmative vote of (i) a sufficient number of Directors and (ii) by Shareholder's holding not less than the minimum number of shares of common stock, necessary to approve same with adoption effective November 1, 1998 (the Shareholders and Directors of both corporations voted unanimously to approve the foregoing).

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective the 1st day of November, 1998.

CAPTAIN ED'S LOBSTER TRAP, INC.,
a Florida corporation

By: Edward Carlisle III
Edward Carlisle III, President

By: Lori Carlisle
Lori Carlisle, Secretary

WEST PALM SEAFOOD, INC., a Florida corporation

By: Howard Stine
Howard Stine, President

By: Betty Salvetti
Betty Salvetti, Secretary

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
CAPTAIN ED'S LOBSTER TRAP, INC.

THE UNDERSIGNED, being all the Shareholders and all the Directors on the Board of Directors of CAPTAIN ED'S LOBSTER TRAP, INC., a Florida corporation, hereby adopt the following resolutions by this Unanimous Written Consent:

1. The Plan and Agreement of Merger and Articles of Merger, in the forms attached hereto as Exhibit A, are hereby adopted and approved.


2. The respective appropriate officers of the Corporation are hereby authorized, empowered and directed to execute the Plan and Agreement of Merger and the Articles of Merger on behalf of the corporation and file same, as required, with the State of Florida, as well as negotiate, prepare and execute any and all related agreements, documents and instruments including, without limitation, an amendment to said Plan and Agreement of Merger, all as may be deemed in the best interest of the corporation by such officers.

This Written Consent shall be effective as of the 1st day of November, 1998.

BOARD OF DIRECTORS:


EDWARD CARLISLE III, Sole Director

SHAREHOLDER(S):


EDWARD CARLISLE III, Sole Shareholder

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
WEST PALM SEAFOOD, INC.

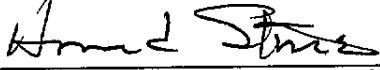
THE UNDERSIGNED, being all the Shareholders and all the Directors on the Board of Directors of WEST PALM SEAFOOD, INC., a Florida corporation, hereby adopt the following resolutions by this Unanimous Written Consent:

1. The Plan and Agreement of Merger and Articles of Merger, in the forms attached hereto as **Exhibit A**, are hereby adopted and approved.

2. The respective appropriate officers of the Corporation are hereby authorized, empowered and directed to execute the Plan and Agreement of Merger and the Articles of Merger on behalf of the corporation and file same, as required, with the State of Florida, as well as negotiate, prepare and execute any and all related agreements, documents and instruments including, without limitation, an amendment to said Plan and Agreement of Merger, all as may be deemed in the best interest of the corporation by such officers.

This Written Consent shall be effective as of the 1st day of November, 1998.

BOARD OF DIRECTORS:



HOWARD STINE, Sole Director

SHAREHOLDER(S):



EDWARD CARLISLE III, Sole Shareholder

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is made effective as of the 1st day of November, 1998, by and between **CAPTAIN ED'S LOBSTER TRAP, INC.**, a Florida corporation and **WEST PALM SEAFOOD, INC.**, a Florida corporation.

R E C I T A L S:

1. **CAPTAIN ED'S LOBSTER TRAP, INC.** and **WEST PALM SEAFOOD, INC.** are corporations duly organized, validly existing and in good standing under the laws of the State of Florida; and

2. The Boards of Directors and Shareholders of each corporation deem it desirable and in the respective best interests of their corporation and shareholders that **WEST PALM SEAFOOD, INC.** be merged with and into **CAPTAIN ED'S LOBSTER TRAP, INC.** with **CAPTAIN ED'S LOBSTER TRAP, INC.** remaining as the surviving corporation;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. **WEST PALM SEAFOOD, INC.** shall be merged with and into **CAPTAIN ED'S LOBSTER TRAP, INC.** and **CAPTAIN ED'S LOBSTER TRAP, INC.** shall continue as the surviving corporation. **CAPTAIN ED'S LOBSTER TRAP, INC.** shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of **WEST PALM SEAFOOD, INC.** and shall become subject to all the debts and liabilities of **WEST PALM SEAFOOD, INC.** in the same manner as if it had acquired and incurred them, respectively.

2. Principal Office. The principal office of **CAPTAIN ED'S LOBSTER TRAP, INC.**, as the surviving corporation, will be 1909 S. Federal Highway, Fort Lauderdale, Florida 33316, and shall remain so upon the merger.

3. Objects and Purposes. The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.

4. Articles of Incorporation. The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of **CAPTAIN ED'S LOBSTER TRAP, INC.** on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. The terms and provisions of the Articles of Incorporation of **CAPTAIN ED'S LOBSTER TRAP, INC.** are hereby incorporated into this Agreement. From and after the effective date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of **CAPTAIN ED'S LOBSTER TRAP, INC.** shall remain as the By-Laws of the surviving corporation following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors, of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minutes book of **CAPTAIN ED'S LOBSTER TRAP, INC.**

7. Conversion of Shares. The Shareholders of **CAPTAIN ED'S LOBSTER TRAP, INC.** shall continue to be the Shareholders of the surviving corporation. The shares of stock in **WEST PALM SEAFOOD, INC.** shall cease to exist.

8. Effective Date and Representations. A. The effective date of the merger under this Agreement shall be November 1, 1998.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this Agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and signed by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Dade County, Florida.

13. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Notices. Any notice, demand, request or other communication required or permitted hereunder shall be deemed given when in writing and delivered in person or by certified and registered mail, postage-paid, first class, if to:

West Palm Seafood, Inc.
Attn: President
1901 South Federal Highway
Fort Lauderdale, Florida 33316

Captain Ed's Lobster Trap, Inc.
Attn: President
1901 South Federal Highway
Fort Lauderdale, Florida 33316

16. Hand-Written Provisions and Exhibits. Any and all hand-written provisions hereon or contained in any Exhibit attached hereto and any Exhibits hereto, if signed or initialed by the parties hereto, shall be deemed incorporated herein by reference and shall control to the extent of any conflict with the typewritten provisions herein.

17. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

18. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

19. Ambiguities. The normal rule of construction to the effect that ambiguities in an agreement are construed against the drafting party shall not apply to this Agreement.

20. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

21. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**CAPTAIN ED'S LOBSTER TRAP, INC. ,
a Florida corporation**

By: Edward Carlisle III
Edward Carlisle III, President

By: Lori Carlisle
Lori Carlisle, Secretary

**WEST PALM SEAFOOD, INC.,
a Florida corporation**

By: Howard Stine
Howard Stine, President

By: Betty Salvetti
Betty Salvetti, Secretary